

Henderson County, Texas



SPECIAL ROAD USE INDEMNITY AGREEMENT AND PERMIT

THE STATE OF TEXAS
COUNTY OF HENDERSON

KNOWN ALL MEN BY THESE
PRESENTS

The undersigned, hereinafter called Applicant, enters into and makes this agreement with the Commissioners Court of Henderson County, Texas, pursuant to Article 623.018 of the Texas Transportation Code, in order to obtain a permit to use county maintained public roads, bridges and rights of way in Henderson County, Texas, for vehicles or combinations of vehicles that have gross weight greater than thirty thousand (30,000) pounds or a weight greater than ten thousand (10,000) pounds carried on any one axle. The undersigned also agrees to provide "Haul Plan" (described in EXHIBIT II) depicting the County Roads that are to be utilized during all phases of the road usage agreement.

I.

VEHICLES means any vehicles, tractor or combination of vehicles, with or without loads, that have a gross weight greater than thirty thousand (30,000) pounds or a weight greater than ten thousand (10,000) pounds carried on any one axle, and includes any such vehicles operated by Applicant or its agents, employees, servants or independent contractors in the course of Applicant's business.

II.

It is understood and agreed that the provisions of this agreement apply to Applicant's vehicles operating on any Henderson County road, whether with or without a permit. Applicant hereby agrees that it is its responsibility and obligation to determine, in consultation with the County, (1) the weight limits for any roads traveled by Applicant's vehicles and (2) the strength and design sufficiency of the roads and bridges and culverts on the roads to carry and withstand the weight of Applicant's vehicles traveling on the roads.

III.

Applicant hereby agrees to pay Henderson County for the reasonable, actual cost of repairing damages to the road bed, road surface, bridges, culverts, signs, structures, fences, right-of-ways that are caused by the movement of Applicant's vehicles over the roads described in this agreement or any other Henderson County road. Applicant further agrees that its liability for any such damage is not limited to the amount of the bond required for the issuance of the permit.

Applicant hereby agrees to promptly report any such damage to the County Commissioner of the precinct where the damage occurred.

Applicant hereby agrees that his failure to either (i) repair any such damaged or pay the cost of repairing any such damages as described within thirty (30) days after billing to Applicant at the address shown on this agreement, or (ii) reasonably dispute that such damages were caused by Applicant, shall be grounds for the Henderson County Commissioners Court to revoke Applicant's permit hereunder without hearing, and to immediately file suit for such damages. Applicant hereby agrees that venue for any such suit lies in Henderson County, Texas.

IV.

Any violation of this "Special Road Use Indemnity Agreement and Permit" by undersigned Applicant, its employees, or anyone validly acting on its behalf, may result in its temporary suspension by the County Commissioner of the precinct in which the road agreement applies. In the event of such temporary suspension, the Commissioners' Court shall, at its next regularly scheduled meeting, and after notice to the undersigned Applicant, determine whether to reinstate, or revoke this road use agreement and permit.

V.

Applicant hereby agrees that once a permit has been suspended or if Applicant operates vehicles on county roads without a permit, damages are not an adequate remedy at law for the enforcement of Henderson County's rights, and the Henderson County may maintain an action for injunctive relief to prohibit Applicant's vehicles from using any Henderson County roads without a permit. Applicant further agrees that Henderson County shall be held harmless for any actual, incidental, consequential or other damages Applicant may suffer as a result of any action of Henderson County involving any such injunctive relief.

Applicant hereby agrees that no action or inaction by Henderson County shall be considered an election of its rights and remedies, and Henderson County is free to seek all remedies available at law or inequity to enforce its legal rights or the terms of this agreement.

VI.

To insure performance of this Agreement, the Applicant hereby agrees to do one of the following:

1. Post a surety bond in accordance with § 623.012 of the Texas Transportation Code.
2. Provide a commercial umbrella liability insurance policy, or self-insurance, in the amount of at least \$1,000,000.00 valid until production or construction ceases.
3. If more than one activity site is established and serviced from same road the provision of this agreement are in effect until activity ceases at all locations.

All surety bonds and umbrella liability insurance policies shall meet the requirements as set out in Exhibit I attached hereto; and shall be approved by the Commissioners Court before any permit is issued under this agreement.

VII.

Applicant hereby agrees to a Pre-construction Condition Assessment of roads being utilized under this permit, which must be agreed to by the Applicant and the County Commissioner. At the time of the

Applicants completion of work there will be a Post-construction Condition Assessment with County representative(s) and Contractor(s). This is to perform a joint assessment of post-construction road conditions and recommend a course of action for final improvements to return the roads to an acceptable condition or at a minimum the condition determined at the Pre-construction Condition Assessment.

VIII.

Nothing herein shall be construed as a waiver by a Commissioner, the Commissioners Court or the County Judge of the authority granted by the Texas Transportation Code.

Applicant understands this is for County Road(s): _____

_____ as shown in EXHIBIT II.

APPLICANT'S SIGNATURE

APPLICANT'S EMAIL ADDRESS

APPLICANT'S NAME

APPLICANT'S PHONE NUMBER(s)

APPLICANT'S ADDRESS

PERMIT

Applicant is hereby approved and a permit is granted for road use by Applicant's vehicles over Henderson County roads for a period of one year, unless permit is issued [order 623.018 (c)] from the date hereof. Applicant must maintain a copy of this permit in each of its vehicles and produce such copy for inspection upon request.

Permit effective this _____ day of _____, _____.

HENDERSON COUNTY JUDGE

COMMISSIONER PCT. # _____

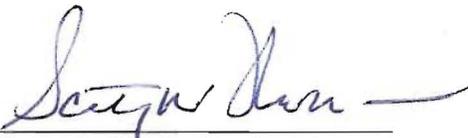
Original to be mailed to: 125 N. Prairieville Street, Room 100 * Athens, Texas 75751

IX.

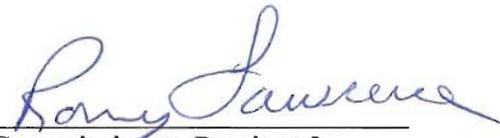
NOW, THEREFORE, IT IS ORDERED BY THE COMMISSIONERS COURT OF HENDERSON COUNTY, that the plans and specifications herein attached, shall serve as a minimum standard in order to obtain a permit to use county maintained public roads, bridges and rights of way.

Adopted this 6 day of December, 2016.


County Judge, Henderson County, Texas


Commissioner, Precinct 1


Commissioner, Precinct 2


Commissioner, Precinct 3


Commissioner, Precinct 4

Attest:


County Clerk

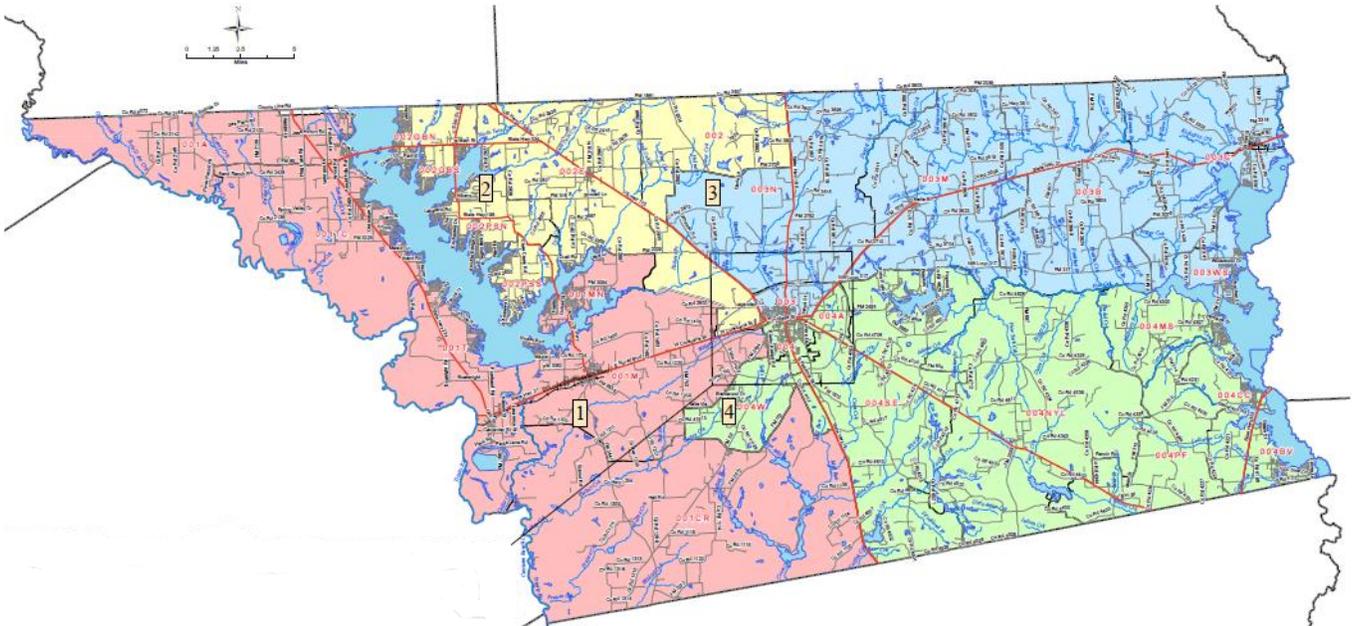
EXHIBIT I

1. The bond or insurance policy must be written by an insurance company licensed to do business in the State of Texas.
2. The bond to be set by the Commissioner(s) whose precinct the Applicant will be operating shall be sufficient to guarantee the payment of any damage to a road or bridge as a consequence of the road use, but not less than \$50,000.00 per mile.
3. The bond amount must also be sufficient to cover all damage which might be incurred during the term of the bond.
4. The bond shall be payable to Henderson County, Texas.
5. The bond shall be conditioned that the applicant will pay Henderson County, Texas for any damage sustained to any county roads or bridges because of the movement of applicant's vehicles on such roads or bridges.

EXHIBIT II

Haul Plan

1. This applies to roads maintained by Henderson County Road & Bridge Operations and identified in the Applicant's Haul Plan described below. The plan must list Henderson County Roads by number and Commissioner Precinct as depicted in the Henderson County Precinct Map.
 - a. Precinct: _____
 - b. Road Number: _____
 - c. Include Planned Usage Route Map.



2. Applicant is responsible for all damages, claims and cost associated with maintaining or repairing Henderson County roads not identified on the Applicant's Haul Plan that are damaged by the Applicant due to any deviation from the Haul Plan and included route map.